

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

MARY E. RINALDI
LACKAWANNA COUNTY
2011 SEP 29 P 1:17
CLERK OF JUDICIAL
RECORDS CIVIL DIVISION

Thomas Vlachos	:	
RR4, Box 180-A	:	
Montrose, PA 19343	:	2011 CV 5697
Vs.	:	
Credit First NA	:	
6275 Eastland Road	:	
Brook Park, OH 44142	:	
and	:	
John Does 1-10	:	Jury Trial Demanded
and	:	
XYZ Corporations	:	
Defendant(s)	:	

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the g claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice to you for any money claimed in the Complaint or for any other claim or relief requested by Plaintiff(s). You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Lackawanna Pro Bono, Inc.
321 Spruce Street
Scranton, PA 18503
570-961-2714

North Penn Legal Services
507 Linden Street, Suite 300
Scranton, PA 18503
Phone: (570) 342-0184 (800) 982-4387
Fax: (570) 342-4301

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Thomas Vlachos
RR4, Box 180-A
Montrose, PA 19343

Plaintiff(s)

2011 CV 5697

Vs.
Credit First NA
6275 Eastland Road
Brook Park, OH 44142
and
John Does 1-10
and
XYZ Corporations

Defendant(s)

Jury Trial Demanded

COMPLAINT

1. This is an action brought by a consumer for Defendant(s) alleged violations of the Fair Credit Reporting Act (FCRA), 15 USC 1681 et. Seq.
2. Plaintiff is Thomas Vlachos, an adult individual whose principle residence is located at RR4, Box 180-A, Montrose, PA 19343.
3. Defendant(s) are the following.
 - a. Credit First NA, 6275 Eastland Road, Brook Park, OH 44142.
 - b. X,Y,Z Corporations, business identities whose identities are not known to Plaintiff at this time, but which will become known upon proper discovery. It is believed and averred that such entities played a substantial role in the commission of the acts described in this complaint.

JURISDICTION AND VENUE

4. The previous paragraphs of this complaint are incorporated by reference and All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint
5. Defendant(s) regularly transact(s) business throughout the Commonwealth of Pennsylvania, and in this jurisdiction.
6. Defendant obtains the benefit(s) of regularly transacting business in this jurisdiction.
7. A similar case with an almost identical fact pattern has been brought in this jurisdiction, Nicholas Linko v. Credit First, so that the convenience of the parties and witness location are appropriate for this jurisdiction.

**COUNT ONE: VIOLATION OF THE FAIR CREDIT REPORTING ACT,
15 USC 1681 s-2 et seq.; Specifically 15 USC 1681 s-2 (b) et. seq.**

8. The previous paragraphs of this complaint are incorporated by reference and made a part hereof.
9. Plaintiff is a "consumer," as codified at 15 U.S.C. § 1681a(c).
10. Defendant is an entity who, regularly and in the course of business, furnishes information to one or more credit reporting agencies about Defendants(s) transactions or experiences with any consumer and Defendant is a "furnisher," as codified at 15 U.S.C. § 1681s-2.
11. Defendant furnished certain derogatory information about Plaintiff's consumer account to one or more of the relevant credit reporting agencies as defined by FCRA.
12. Plaintiff disputed the alleged account(s) in writing with Defendant(s) in writing for a number of meritorious reasons. Plaintiff's dispute called into question issues including but not limited to the following.
 - a. The amount of the alleged high balance for the account.
 - b. Interest.
 - c. Finance charges
 - d. Other fees
 - e. The existence or non-existence of a contract which justified the alleged high balance, interest, finance charges and other fees.
13. Plaintiff's disputes with Defendant were in writing. See attached exhibits.

14. Plaintiff did not dispute the existence of the account, nor did Plaintiff dispute that Plaintiff was the person to whom such account belonged. But rather, Plaintiff disputed the amount of the balance, interest, finance charges and other fees. See attached exhibits.
15. Plaintiff's disputes with Defendant were bona fide legitimate disputes.
16. Defendant(s) received Plaintiff's disputes concerning the alleged account(s). See attached exhibits.
17. Defendant(s) chose to disregard Plaintiff's disputes, and allowed the information pertaining to the disputed account to remain virtually the same on Plaintiff's credit report.
18. Plaintiff then disputed the alleged account(s) in writing with relevant credit bureaus. See attached exhibits.
19. One or more of the relevant credit reporting agency(ies) then conducted an investigation where Defendant was contacted. See attached exhibits.
20. Defendant verified the alleged account(s) with one or more of the credit reporting agency(ies). See attached exhibits.

21. At the time that Defendant(s) verified the alleged account(s) with the credit reporting agency(ies), Defendant failed to state that the account(s) had been previously disputed by Plaintiff. See attached exhibits.
22. The Pursuant to 15 USC 1861 s-2, Defendant(s) had a duty to notify the relevant credit reporting agency(ies) of Plaintiff's prior dispute of the account(s).
23. The Pursuant to 15 USC 1861 s-2, at the time that Defendant(s) verified the information to the credit reporting agency(ies), Defendant(s) had a duty to report to the credit reporting agency(ies) that the account(s) in question had been previously disputed by Plaintiff.
24. At the time that Defendant(s) verified the information to the credit reporting agency(ies), Defendant failed to inform the relevant credit reporting agency(ies) that the account had been disputed by Plaintiff.
25. Defendant failed to fulfill it's duties prescribed by 15 USC 1681 s-2 to inform the credit reporting agency(ies) that Plaintiff had previously disputed the account(s). See attached exhibits.
26. Defendant(s) deprived Plaintiff of Plaintiff's right to have the disputed status of the account(s) included on Plaintiff's credit report.

27. Defendant(s) failure to notify the relevant credit reporting agency(ies) of Plaintiff's legitimate, bona fide and meritorious disputes was misleading in such a way that such failure can be expected to influence any potential creditor or employer who would happen to review Plaintiff's credit report. See Saunders v. Branch Banking and Trust Company of Virginia, 526 F 3d 142, 151 (4th Cir. 2008).
28. Defendant(s) failure to notify the relevant credit reporting agency(ies) of Plaintiff's disputes fosters a presumption of validity to potential creditors or employers.
29. The inclusion of the fact that the account(s) had previously been disputed by Plaintiff would likely help to negate such a presumption.
30. Any potential creditor or may well be curious as to why Plaintiff did not pay on the account. A potential creditor or employer may be influenced to learn that the non-paid account was in dispute, thereby possibly warranting Plaintiff's non-payment of the account.
31. Defendant(s) failure to notify the relevant credit reporting agency(ies) of Plaintiff's Legitimate, meritorious and bona fide dispute(s) is misleading in such a way that such failure can be expected to have an adverse affect. See Saunders v. Branch Banking and Trust Company of Virginia, 526 F 3d 142, 151 (4th Cir. 2008).

32. Upon information and belief, it is averred that Defendant has a standard practice policy which contradicts it's duties pursuant to 15 USC 1681 s-2.
33. It is believed and averred that Defendant's failure to comply with 15 USC 1681 s-2 was intentional.
34. In the alternative, it is believed and averred that Defendant's failure to comply with 15 USC 1681 s-2 was based on reckless indifference to the possibility that Plaintiff may well have been correct in disputing certain aspects of the account information contained on his credit report.
35. In the alternative, it is believed and averred that Defendant's failure to comply with 15 USC 1681 s-2 was based on negligent indifference to the possibility that Plaintiff may well have been correct in disputing certain aspects of the account information contained on his credit report.
36. In the alternative, it is believed and averred that Defendant's failure to comply with 15 USC 1681 s-2 was based on reckless indifference to Defendant(s) duties under 15 USC 1681 s-2.

37. In the alternative, it is believed and averred that Defendant's failure to comply with 15 USC 1681 s-2 was based on negligent indifference to Defendant(s) duties under 15 USC 1681 s-2.

PRIVATE CAUSE OF ACTION

38. The previous paragraphs of this complaint are incorporated by reference.
39. Plaintiff brings this action under 15 USC 1681 s-2(b), as distinguished from 15 USC 1681s-2(a).
40. There is no private cause of action under 15 USC 1681s-2(a). Only the government can bring a cause of action under 15 USC 11681 s-2(a). For example, the Attorney General could bring a claim on behalf of consumers under 15 USC 1681s-2(a).
41. But there is a private cause of action under 15 USC 1681s-2(b). See the following case law which distinguishes between the government right of action under 15 USC 1681s-2(a), and the private cause of action under 15 USC 1681s-2(b).

Marshall v. Swift River Academy, LLC, 2009 WL 1112768 (9th Cir. 2009).

A consumer has no private right of action under FCRA against furnisher merely because the furnisher failed to provide accurate information to consumer reporting agencies.

Beisel v. ABN Ambro Mortgage, Inc., No. 07-2219, 2007 WL2332494, *1 (E.D. Pa. Aug. 10, 2007).

In order to prevail on a FCRA claim Plaintiff “must prove [he] notified a credit reporting agency of the dispute, the credit reporting agency then notified the furnisher of information, and the furnisher of information failed to investigate or rectify the disputed charge.”).

Catanzaro v. Experian Information Solutions, Inc., 671 F. Supp.2d 256, 260 (D. Mass. 2009).

Notification by a consumer reporting agency to the furnisher is a prerequisite for furnisher liability under FCRA.

Kaetz v. Chase Manhattan Bank, 2007 WL 1343700, *3 (M.D. Pa. 2006). The Court dismissed Plaintiff’s

Complaint, but only because Plaintiff failed to allege that he disputed the accuracy of the debt to a credit agency, or that the credit agency thereafter reported dispute to defendant.

42. Because Plaintiff first disputed the account(s) with Defendant(s), and then disputed the account with the credit reporting agency afterwards, and then Defendant verified the derogatory information to the Credit Reporting Agency without stating that the account was in a “disputed” status, Plaintiff does have a private cause of action against Defendant under these particular circumstances.

LIABILITY

43. The previous paragraphs of this complaint are incorporated by reference and made a part hereof .
44. At all times various employees and / or agents of Defendant were acting as agents of Defendant, and therefore Defendant is liable to for the acts committed by its agents and / or employees under the doctrine of respondeat superior.
45. At all times various employees and / or agents of Defendant were acting as agents of Defendant, and therefore Defendant is liable to Plaintiff for the acts committed by its agents and / or employees under the theory of joint and several liability because Defendant and its agents were engaged in a common business venture and were acting jointly and in concert.

DAMAGES

46. The preceding paragraphs are incorporated by reference and made a part hereof.
47. Plaintiff's actual damages are \$1.00 more or less, including but not limited to postage, phone calls, fax, gas, mileage, etc.
48. Plaintiff believes and avers that Plaintiff is entitled to \$1,000.00 statutory damages under 15 USC 1681 et. seq.
49. Plaintiff suffered emotional distress, anger and frustration as a result fo Defendant(s) unlawful conduct, with a Dollar value to be proven at trial.

ATTORNEY FEES

50. The previous paragraphs of this complaint are incorporated by reference and made a part of this Complaint.

51. Plaintiff believes and avers that Plaintiff is entitled to reasonable attorney fees of \$1,575.00 at a rate of \$350.00 per hour, described below.

- | | |
|--|--------|
| a. Consultation with client and review of file. | |
| Drafting of disputes. | 2 hour |
| b. Drafting , editing, review and filing
of compliant and related documents | .5 |
| c. Follow up correspondence with Defense | 2 |

Total = 4.5 \$1,575.00

52. Plaintiff's attorney fees continue to accrue as the case moves forward.

OTHER RELIEF

53. The previous paragraphs of this Complaint are incorporated by reference.

54. Plaintiff requests an order from this honorable court directing Defendant to report Plaintiff's account(s) referred to in the attached exhibits as "disputed," in accordance with 15 USC 1681 s-2, or not to report the account(s) at all.

55. The previous paragraphs of this Complaint are incorporated by reference.

56. Plaintiff requests and demands a jury trial in this matter.

57. Plaintiff requests such other relief as this court may deem just and proper.

Wherefore, Plaintiff demands judgment against Defendant(s) in the amount of
\$2,576.00 enumerated as follows.

\$1.00 actual damages
\$1,000.00 statutory damages,
\$1,575 attorney fees

\$2,576

Wherefore, Plaintiff seeks declarative relief and in injunction requiring Defendant to comply
with 15 USC 1681 s-2. Plaintiff seeks such other relief as this Court deems fair and just.

Vicki Piontek

9.19.2011

Vicki Piontek, Esquire
Attorney for Plaintiff
951 Allentown Road
Lansdale, PA 19446
877-737-8617
Fax: 866-408-6735
palaw@justice.com

Date

EXHIBITS

Thomas Vlachos
RR 4, Box 180-A
Montrose, PA 18801
[REDACTED]
[REDACTED]

Credit First NA / Firestone
P.O. Box 81315
Cleveland, OH 44181

By Certified U.S. Mail

Re: DISPUTE

Thomas Vlachos SSN: [REDACTED]
Account Number 69015****
Alleged Balance \$1,653


To Whom it May Concern:

Your company has placed derogatory information on my credit report for the above referenced account.

The balance that your company claims against me is comprised largely of interest, finance charges, penalties or other fees not justified by any existing contract.

The amount stated on my credit report is excessive and inflated. I request proof of the contract justifying such charges. I also would like proof of the balance and a breakdown of all charges.

I have never been provided a copy of the contract which proves the interest rate, finance charges, late fees and other penalties. I dispute such amounts and believe that the actual balance, if any, is much lower than the amount stated on my credit report.

Sincerely,

Thomas Vlachos

9/2/10
Date

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only - No Insurance Coverage Provided)
For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
Credit First N.A. Firestone
Street, Apt. No.,
or PO Box No. P.O. Box 81315
City, State, ZIP+4
Cleveland, OH 44181

PS Form 3800, August 2005 See Reverse for Instructions

7010 1870 0000 3654 3945

09/23/2010 12:12

5702786027

VIG FINANCIAL

PAGE 05



BK-13/Credit Operations • P.O. BOX 818011 • CLEVELAND, OHIO 44181-8011 • FAX 216 362-5595

September 15, 2010

Thomas Vlachos
RR 4 Box 180-A
Montrose PA 18801

Re: Credit First NA, Firestone Store Account# 690156466

Dear customer:

This is response to your recent inquiry.

We have reported this account to the credit bureaus as an un-paid charged off account as of 8/15/2009 with an outstanding balance of \$1653.65

Per your request, enclosed is an itemized history which shows all transactions on your account.

FC	Monthly finance
P/A	Monthly payment amount
P/D	Past due amount
90DS	Purchase
Balance	Balance of that month's statement
Cash	Payment or credit
LPF	Late payment fee
STMT	Monthly billing date
COFF	Charge off

If you have any further questions, or would like to discuss payment arrangements, please contact us at the toll free number below.

Sincerely,

A handwritten signature in cursive script that reads "Melissa Hayner".

Melissa Hayner

Account Specialist

Agency & Supporting Services/BK13

Phone: (877) 888-0844 Ext. 5585

09/23/2010 12:12 5702786027 VIG FINANCIAL

028223-690156466 3846 *CURRENT BALANCE \$.00

THOMAS A VLACHOS CHARGE OFF DATE 08/15/09 AMT \$1,653.65

**JK RR 4 BOX 180A REPOSSESSION DATE 0 AMT \$.00

MONTROSE, PA 18801 TEL [REDACTED] F/C AMT \$173.62

DT OPEN 07/08/97 ACCT AGE 143 C/L DT 08/15/09 AMT \$.00 P/H X65432100000

REPORT X HI CREDIT \$1,600.00 CYCLE DATE 15 INS 000000000100

TYPE	DATE	STORE	D	TICKET	AMOUNT	C/C	P/A	P/D	BALANCE
COFF	08/15/09					\$.00	\$66.00	\$.00	\$.00
STMT	07/15/09					\$.00	\$66.00	\$969.00	\$1653.65
STMT	06/15/09					\$30.01	\$101.00	\$468.00	\$1653.65
SALE	06/12/09	005665		0777777	\$35.00				
STMT	05/15/09					\$29.28	\$99.00	\$369.00	\$1588.64
SALE	05/12/09	005665		0777777	\$35.00				
STMT	04/15/09					\$28.51	\$96.00	\$273.00	\$1524.36
SALE	04/14/09	005665		0777777	\$35.00				
STMT	03/15/09					\$24.48	\$93.00	\$180.00	\$1460.85
SALE	03/12/09	005665		0777777	\$35.00				
STMT	02/15/09					\$23.83	\$91.00	\$89.00	\$1401.37
SALE	02/12/09	005665		0777777	\$35.00				
STMT	01/15/09					\$37.51	\$89.00	\$.00	\$1342.54
SALE	01/13/09	005665		0777777	\$35.00				
CASH	01/13/09	028223		0962705	\$65.00-				
STMT	12/15/08					\$16.01	\$53.00	\$.00	\$1335.03
90DS	12/13/08	295779	9	0000010	\$243.78				
CASH	12/11/08	028223		0967026	\$50.00-				
STMT	11/15/08					\$16.62	\$45.00	\$.00	\$1125.24
CASH	11/11/08	028223		0961235	\$50.00-				
STMT	10/15/08					\$17.16	\$46.00	\$.00	\$1158.62
CASH	10/15/08	028223		0963914	\$40.00-				
90DS	09/17/08	295779	9	0000010	\$237.39				
STMT	09/15/08					\$17.28	\$38.00	\$.00	\$944.07
CASH	09/11/08	028223		0964369	\$45.00-				
STMT	08/15/08					\$17.77	\$39.00	\$.00	\$971.79
CASH	08/13/08	028223		0963441	\$45.00-				
STMT	07/15/08					\$18.31	\$40.00	\$.00	\$999.02
CASH	07/15/08	028223		0968215	\$45.00-				
STMT	06/15/08					\$18.69	\$41.00	\$.00	\$1025.71
CASH	06/11/08	028223		0964858	\$45.00-				
90DS	05/28/08	295779	9	0000010	\$18.07				
STMT	05/15/08					\$19.21	\$41.00	\$.00	\$1033.95
CASH	05/13/08	028223		0962467	\$45.00-				
STMT	04/15/08					\$31.03	\$42.00	\$.00	\$1059.74
CASH	04/12/08	028223		0964099	\$50.00-				
STMT	03/15/08					\$16.21	\$43.00	\$.00	\$1078.71
CASH	03/11/08	028223		0965144	\$50.00-				
STMT	02/15/08					\$16.91	\$45.00	\$.00	\$1112.50
CASH	02/09/08	028223		0969758	\$60.00-				
STMT	01/15/08					\$17.35	\$46.00	\$.00	\$1155.59
CASH	01/12/08	028223		0969670	\$40.00-				
90DS	12/17/07	019674	9	0082631	\$213.12				
STMT	12/15/07					\$18.27	\$39.00	\$.00	\$965.12
CASH	12/11/07	028223		0962183	\$70.00-				
CASH	11/20/07	028223		0966969	\$50.00-				
STMT	11/15/07					\$18.00	\$76.00	\$41.00	\$1066.85
LFF	11/15/07	005665		0777777	\$33.00				
STMT	10/15/07					\$18.76	\$41.00	\$.00	\$1015.85
CASH	10/11/07	028223		0963038	\$50.00-				
90DS	09/20/07	295779	9	0000010	\$7.94				
STMT	09/15/07					\$37.82	\$42.00	\$.00	\$1039.15
CASH	09/11/07	028223		0960845	\$50.00-				
STMT	08/15/07					\$11.52	\$42.00	\$.00	\$1051.33
CASH	08/11/07	028223		0964281	\$83.00-				
STMT	07/15/07					\$11.56	\$78.00	\$5.00	\$1122.81
LFF	07/15/07	005665		0777777	\$33.00				

028223-690156466 3846				CURRENT BALANCE		\$1,122.81	
THOMAS A VLACHOS				CHARGE OFF DATE		AMT \$.00	
PO BOX 136				REPOSSESSION DATE 0		AMT \$.00	
SPRINGVILLE, PA 18844 TEL [REDACTED]				F/C AMT		\$91.41	
DT OPEN 07/08/97 ACCT AGE 119				C/L DT 03/05/07		AMT \$1200.00 P/H 100000000001	
REPORT W HI CREDIT \$1,100.00				CYCLE DATE 15		INS 000000000000	
TYPE	DATE	STORE D	TICKET	AMOUNT	C/C	P/A	P/D BALANCE
STMT	07/15/07				\$11.56	\$78.00	\$5.00 \$1122.81
LPF	07/15/07	005665	0777777	\$33.00			
CASH	07/11/07	028223	0964217	\$40.00-			
STMT	06/15/07				\$11.83	\$45.00	\$.00 \$1118.25
90DS	06/11/07	295779	9 0000010	\$451.04			
CASH	06/09/07	028223	0965087	\$26.00-			
90DS	06/05/07	295779	9 0000010	\$25.39			
STMT	05/15/07				\$12.14	\$26.00	\$.00 \$655.99
CASH	05/09/07	028223	0016111	\$30.00-			
STMT	04/15/07				\$12.49	\$27.00	\$.00 \$673.85
CASH	04/11/07	028223	0091024	\$30.00-			
STMT	03/15/07				\$12.76	\$28.00	\$.00 \$691.36
CASH	03/09/07	028223	0043220	\$30.00-			
STMT	02/15/07				\$20.50	\$28.00	\$.00 \$708.60
CASH	02/10/07	028223	0006123	\$40.00-			
STMT	01/15/07				\$10.13	\$29.00	\$.00 \$728.10
CASH	01/10/07	028223	0059724	\$40.00-			
STMT	12/15/06				\$10.86	\$30.00	\$.00 \$757.97
CASH	12/12/06	028223	0032546	\$50.00-			
STMT	11/15/06				\$11.37	\$32.00	\$.00 \$797.11
90DS	11/13/06	295779	9 0000010	\$193.53			
CASH	11/10/06	028223	0095861	\$40.00-			
STMT	10/15/06				\$12.05	\$25.00	\$.00 \$632.21
CASH	10/11/06	028223	0067779	\$50.00-			
STMT	09/15/06				\$39.33	\$27.00	\$.00 \$670.16
CASH	08/23/06	028223	0067940	\$92.00-			
SALE	08/21/06	646229	0063594	\$33.00-			
STMT	08/15/06				\$2.22	\$63.00	\$29.00 \$755.83
LPF	08/15/06	005665	0777777	\$33.00			
CASH	08/11/06	646229	4 0017133	\$50.00			
CASH	08/09/06	028223	0007410	\$50.00-			
STMT	07/15/06				\$2.33	\$29.00	\$.00 \$720.61
STMT	06/15/06				\$2.90	\$29.00	\$.00 \$718.28
CASH	06/09/06	019003	0557961	\$40.00-			
90DS	06/06/06	295779	9 0000010	\$88.62			
90DS	05/30/06	295779	9 0000010	\$498.55			
STMT	05/15/06				\$3.53	\$10.00	\$.00 \$168.21
CASH	05/08/06	019003	0126885	\$40.00-			
STMT	04/15/06				\$4.19	\$10.00	\$.00 \$204.68
CASH	04/08/06	019003	0174135	\$40.00-			
STMT	03/15/06				\$4.86	\$10.00	\$.00 \$240.49
CASH	03/10/06	019003	0372166	\$40.00-			
STMT	02/15/06				\$5.32	\$11.00	\$.00 \$275.63
CASH	02/02/06	019003	0424794	\$40.00-			
STMT	01/15/06				\$6.01	\$12.00	\$.00 \$310

09/23/2010 12:12 5702786027

VIG FINANCIAL

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TYPE	DATE	STORE	D	TICKET	AMOUNT	C/C	P/A	P/D	BALANCE
						\$6.81	\$14.00	\$0.00	\$357.81
STMT	11/15/05								
CASH	11/09/05	019003		0430913	\$30.00-	\$7.26	\$15.00	\$0.00	\$381.00
STMT	10/15/05								
CASH	10/11/05	019003		0408734	\$30.00-	\$7.59	\$16.00	\$0.00	\$403.74
STMT	09/15/05								
CASH	09/09/05	019003		0449776	\$27.00-	\$7.91	\$17.00	\$0.00	\$423.15
STMT	08/15/05								
CASH	08/09/05	019003		0275865	\$25.00-	\$8.24	\$18.00	\$0.00	\$440.24
STMT	07/15/05								
CASH	07/11/05	019003		0548961	\$25.00-	\$8.41	\$18.00	\$0.00	\$457.00
STMT	06/15/05								
CASH	06/07/05	019003		0492735	\$19.00-	\$8.20	\$19.00	\$0.00	\$467.59
STMT	05/15/05					\$8.72	\$18.00	\$0.00	\$459.39
STMT	04/15/05								
CASH	04/07/05	019003		0532112	\$40.00-	\$9.21	\$20.00	\$0.00	\$490.67
STMT	03/15/05								
CASH	03/11/05	019003		0441210	\$30.00-	\$9.57	\$20.00	\$0.00	\$511.46
STMT	02/15/05								
CASH	02/09/05	019003		0109192	\$31.00-	\$9.99	\$21.00	\$0.00	\$532.89
STMT	01/15/05								
CASH	01/12/05	019003		0402525	\$30.00-				
STMT	12/15/04					\$9.70	\$22.00	\$0.00	\$552.90
STMT	11/15/04					\$10.40	\$22.00	\$0.00	\$543.20
CASH	11/09/04	019003		0169558	\$50.00-				
STMT	10/15/04					\$11.25	\$23.00	\$0.00	\$582.80
CASH	10/14/04	019003		0354183	\$50.00-				
STMT	09/15/04					\$11.86	\$25.00	\$0.00	\$621.55
CASH	09/11/04	019003		0112450	\$50.00-				
STMT	08/15/04					\$12.51	\$26.00	\$0.00	\$659.69
CASH	08/10/04	019003		0169294	\$50.00-				
STMT	07/15/04					\$12.56	\$28.00	\$0.00	\$697.18
CASH	07/08/04	019003		0430896	\$50.00-				
STMT	06/15/04					\$13.04	\$29.00	\$0.00	\$734.62
CASH	06/08/04	019003		0234116	\$50.00-				
STMT	05/15/04					\$13.98	\$31.00	\$0.00	\$771.58
CASH	05/10/04	019003		0252444	\$66.00-				
STMT	04/15/04					\$14.69	\$33.00	\$0.00	\$823.60
90DS	04/14/04	193470	9	0301350	\$42.29				
CASH	04/10/04	019003		0565607	\$50.00-				
STMT	03/15/04					\$15.41	\$33.00	\$0.00	\$816.62
CASH	03/11/04	019003		0460631	\$55.00-				
STMT	02/15/04					\$25.47	\$34.00	\$0.00	\$856.21
CASH	02/13/04	019003		0101620	\$45.00-				
STMT	01/15/04					\$12.13	\$35.00	\$0.00	\$875.74
CASH	01/12/04	019003		0154614	\$50.00-				
STMT	12/15/03					\$12.65	\$37.00	\$0.00	\$913.61
CASH	12/10/03	019003		0393921	\$50.00-				
STMT	11/15/03					\$12.36	\$38.00	\$0.00	\$950.96
90DS	11/10/03	193470	9	0235190	\$240.72				
CASH	11/10/03	019003		0129712	\$30.00-				
STMT	10/15/03					\$17.80	\$29.00	\$0.00	\$727.88
CASH	10/10/03	019003		0266187	\$30.00-				

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VIG FINANCIAL

PAGE 09

TYPE	DATE	STORE	D	TICKET	AMOUNT	C/C	P/A	P/D	BALANCE
STMT	09/15/03					\$12.00	\$30.00	\$.00	\$740.08
CASH	09/09/03	019003		0224539	\$55.00-				
STMT	08/15/03					\$12.99	\$31.00	\$.00	\$783.08
CASH	08/11/03	019003		0459162	\$50.00-				
STMT	07/15/03					\$13.62	\$33.00	\$.00	\$820.09
CASH	07/10/03	019003		0599298	\$50.00-				
90DS	06/24/03	193470	9	0001230	\$98.35				
STMT	06/15/03					\$34.20	\$30.00	\$.00	\$758.12
CASH	06/10/03	019003		0385006	\$50.00-				
STMT	05/15/03					\$11.06	\$31.00	\$.00	\$773.92
CASH	05/07/03	019003		0406704	\$50.00-				
STMT	04/15/03					\$11.83	\$33.00	\$.00	\$812.86
CASH	04/09/03	019003		0128622	\$50.00-				
STMT	03/15/03					\$12.45	\$34.00	\$.00	\$851.03
CASH	03/08/03	019003		0360043	\$50.00-				
STMT	02/15/03					\$13.09	\$36.00	\$.00	\$888.58
CASH	02/06/03	019003		0523165	\$50.00-				
STMT	01/15/03					\$13.84	\$37.00	\$.00	\$925.49
CASH	01/09/03	019003		0317737	\$50.00-				
STMT	12/15/02					\$14.54	\$38.00	\$.00	\$961.65
CASH	12/11/02	019003		0425221	\$50.00-				
SALE	11/20/02	193470	5	0012340	\$190.00				
STMT	11/15/02					\$15.06	\$32.00	\$.00	\$807.11
CASH	11/07/02	019003		0434918	\$50.00-				
STMT	10/15/02					\$15.91	\$34.00	\$.00	\$842.05
CASH	10/10/02	019003		0536155	\$60.00-				
STMT	09/15/02					\$16.56	\$35.00	\$.00	\$886.14
CASH	09/10/02	019003		0126071	\$50.00-				
STMT	08/15/02					\$44.09	\$37.00	\$.00	\$919.58
CASH	08/09/02	019003		0326903	\$50.00-				
STMT	07/15/02					\$11.61	\$37.00	\$.00	\$925.49
CASH	07/09/02	019003		0345310	\$60.00-				
STMT	06/15/02					\$12.43	\$39.00	\$.00	\$973.88
CASH	06/12/02	019003		0174289	\$50.00-				
STMT	05/15/02					\$13.07	\$40.00	\$.00	\$1011.45
CASH	05/11/02	019003		0420662	\$50.00-				
90DS	05/09/02	019615	9	0026443	\$97.00				
STMT	04/15/02					\$13.56	\$38.00	\$.00	\$951.38
CASH	04/05/02	019003		0309782	\$50.00-				
STMT	03/15/02					\$14.24	\$40.00	\$.00	\$987.82
CASH	03/07/02	019003		0467275	\$50.00-				
STMT	02/15/02					\$14.76	\$41.00	\$.00	\$1023.58
CASH	02/06/02	019003		0552369	\$40.00-				
SALE	01/24/02	193470	5	0875460	\$225.00				
STMT	01/15/02					\$15.39	\$33.00	\$.00	\$823.82
CASH	01/08/02	019003		0422909	\$50.00-				
STMT	12/15/01					\$15.97	\$34.00	\$.00	\$858.43
CASH	12/07/01	019003		0136832	\$50.00-				
STMT	11/15/01					\$16.48	\$36.00	\$.00	\$892.46
CASH	11/08/01	019003		0148520	\$40.00-				
STMT	10/15/01					\$17.12	\$37.00	\$.00	\$915.98
CASH	10/11/01	019003		0467735	\$50.00-				
STMT	09/15/01					\$22.34	\$38.00	\$.00	\$948.86
CASH	09/07/01	019003		0338880	\$45.00-				
STMT	08/15/01					\$16.04	\$39.00	\$.00	\$971.52

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VIG FINANCIAL

PAGE 10

028223-690156466	3846	CURRENT BALANCE	\$948.86		
THOMAS	A VLACHOS	CHARGE OFF DATE	AMT	\$.00	
PO BOX 113		REPOSSESSION DATE 0	AMT	\$.00	
OLYPHANT	, PA 18447	TEL [REDACTED]	F/C AMT	\$168.79	
DT OPEN 07/08/97	ACCT AGE 49	C/L DT 09/30/00	AMT \$1000.00	P/H 000000000000	
REPORT W. HI CREDIT \$1,000.00		CYCLE DATE 15	INS	000000000000	
TYPE DATE STORE D TICKET		AMOUNT C/C P/A	P/D	BALANCE	
STMT 09/15/01		\$22.34	\$38.00	\$.00	\$948.86
CASH 09/07/01 019003 0338880		\$45.00-		\$.00	\$971.52
STMT 08/15/01		\$16.04	\$39.00	\$.00	\$991.48
CASH 08/10/01 019003 0561006		\$36.00-		\$.00	\$1015.03
STMT 07/15/01		\$16.45	\$36.00	\$.00	\$945.09
CASH 07/10/01 019003 0314494		\$40.00-		\$.00	\$977.48
STMT 06/15/01		\$16.94	\$36.00	\$.00	\$1004.23
CASH 06/07/01 019003 0322658		\$50.00-		\$.00	\$1038.22
90DS 05/28/01 019615 9 0015175		\$103.00-		\$.00	\$1071.66
STMT 05/15/01		\$17.61	\$38.00	\$.00	\$904.07
CASH 05/10/01 019003 0355010		\$50.00-		\$.00	\$939.85
STMT 04/15/01		\$23.25	\$39.00	\$.00	\$975.13
CASH 04/04/01 019003 0551135		\$50.00-		\$.00	\$859.83
STMT 03/15/01		\$16.01	\$40.00	\$.00	\$894.29
CASH 03/08/01 019003 0467208		\$50.00-		\$.00	\$879.08
STMT 02/15/01		\$16.56	\$36.00	\$.00	\$885.89
CASH 02/05/01 019003 0284385		\$50.00-		\$.00	\$919.33
STMT 01/15/01		\$23.59	\$37.00	\$.00	\$952.24
90DS 01/15/01 019615 9 0010643		\$144.00		\$.00	
STMT 12/15/00		\$14.22	\$36.00	\$.00	
CASH 12/11/00 019003 0390312		\$50.00-		\$.00	
STMT 11/15/00		\$14.72	\$32.00	\$.00	
CASH 11/06/00 019003 0570366		\$50.00-		\$.00	
STMT 10/15/00		\$14.99	\$33.00	\$.00	
CASH 10/04/00 019003 0498498		\$50.00-		\$.00	
90DS 09/25/00 001120 9 0003276		\$150.31		\$.00	
STMT 09/15/00		\$15.54	\$34.00	\$.00	
CASH 09/08/00 019003 0323737		\$50.00-		\$.00	
STMT 08/15/00		\$15.21	\$35.00	\$.00	
STMT 07/15/00		\$15.88	\$34.00	\$.00	
CASH 07/08/00 019003 0581576		\$50.00-		\$.00	
90DS 07/06/00 019674 9 0001669		\$27.31		\$.00	
STMT 06/15/00		\$16.56	\$35.00	\$.00	
CASH 06/10/00 019003 0522474		\$50.00-		\$.00	
STMT 05/15/00		\$17.09	\$37.00	\$.00	
CASH 05/08/00 019003 0108249		\$50.00-		\$.00	
STMT 04/15/00		\$17.66	\$38.00	\$.00	
CASH 04/07/00 019003 0002884		\$50.00-		\$.00	

Thomas Vlachos
RR 4, Box 180-A
Montrose, PA 18801

Credit First NA / Firestone
P.O. Box 81315
Cleveland, OH 44181

Credit First National Association
6275 Eastland Rd
Cleveland, OH 44142

BY CERTIFIED MAIL

Re: **DISPUTE**

Thomas Vlachos SSN: [REDACTED]
Account Number 69015****
Alleged Balance \$1,653

To Whom it May Concern:

Your company has placed derogatory information on my credit report for the above referenced account.

The balance that your company claims against me is comprised largely of interest, finance charges, penalties or other fees not justified by any existing contract.

The amount stated on my credit report is excessive and inflated. I request proof of the contract justifying such charges. I also would like proof of the balance and a breakdown of all charges.

I have never been provided a copy of the contract which proves the interest rate, finance charges, late fees and other penalties. I dispute such amounts and believe that the actual balance, if any, is much lower than the amount stated on my credit report.

Sincerely,


Thomas Vlachos

9/20/10
Date

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7010 1670 0001 2228 5169
7010 1670 0001 2228 5169

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Credit First National Association
 Street, Apt. No.,
 or PO Box No. **6275 Eastland Road**
 City, State, ZIP+4
Cleveland OH 44142

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7010 0780 0001 7203 6222
7010 0780 0001 7203 6222

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Total Postage & Fees	\$

Postmark
Here

Sent To
Credit First NA / Firestone
 Street, Apt. No.,
 or PO Box No. **P.O. Box 81315**
 City, State, ZIP+4
Cleveland OH 44181

PS Form 3800, August 2006 T. Vlachos S. R. (Reg. 3800) Instructions



BK-13/Credit Operations • P.O. BOX 81801 • CLEVELAND, OHIO 44181-8011

September 29, 2010

Thomas A Vlachos
RR 4 Box 180A
Montrose, PA 18801

Reference: Credit First Account No. xxxxx6466

Dear Accountholder:

Thank you for your recent inquiry regarding your credit card account.

After researching your inquiry on the above referenced account, we have determined that the information being submitted to the credit bureaus is correct. This information accurately reflects the account history and cannot be changed.

We suggest you submit your explanation as part of your consumer statement to your local credit bureau to be kept on file.

Sincerely,

Credit First National Association

Thomas Vlachos
RR 4, Box 180-A
Montrose, PA 18801
[REDACTED]

Experian Information Services
P.O. Box 2002
Allen, TX 75013

Trans Union Corporation
P.O. Box 1000
Chester, PA 19022

Equifax Information Services
P.O. Box 740241
Atlanta, GA 30374

Re: DISPUTE

Thomas Vlachos SSN: [REDACTED]
Credit First NA / Firestone Account Number 69015****
Alleged Balance \$1,653

To Whom it May Concern:

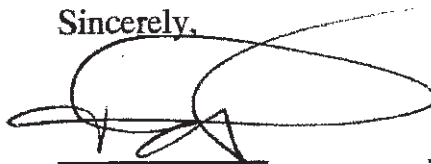
Your company has placed derogatory information on my credit report for the above referenced account.

The balance that your company claims against me is comprised largely of interest, finance charges, penalties or other fees not justified by any existing contract.

The amount stated on my credit report is excessive and inflated. I request proof of the contract justifying such charges. I also would like proof of the balance and a breakdown of all charges.

I have never been provided a copy of the contract which proves the interest rate, finance charges, late fees and other penalties. I dispute such amounts and believe that the actual balance, if any, is much lower than the amount stated on my credit report.

Sincerely,


Thomas Vlachos

Date

Investigation results

About our dispute verification process

This summary shows the revision(s) made to your credit file as a result of the verification we recently completed. If you still question an item, then you may want to contact the source of the information.

The federal Fair Credit Reporting Act states that you may:

- request a description of how we verified the information, including the business name and address contacted and the telephone number if reasonably available;
- add a statement disputing the accuracy or completeness of the information; and
- request that we send these results to organizations who have reviewed your credit report in the past two years for employment purposes or six months for any other purpose.

If no information follows, our response appeared on the previous page.

How to read your results

Deleted - This item was removed from your credit report

Remains - This item has been verified as accurate
Updated - A change was made to this item; review this report to view the change. If ownership of the item was disputed, then it was verified as belonging to you.

Reviewed - This item was either updated or deleted; review this report to learn its outcome

Results

We completed investigating any items you disputed with the sources of the information and processed any other requests you made. Here are the results:

Credit items	Outcome
CREDIT FIRST N/A	Updated
69075....	

Visit experian.com/status to check the status of your pending disputes at any time

Additional information

To view a full copy of your corrected credit report, visit experian.com/viewreport.



To receive a copy by mail, check this box and within 30 days return this original page to Experian, P.O. Box 9701, Allen, TX 75013. Copies will not be accepted.

What's your credit score?

Find out by ordering your VantageScore® from Experian for only \$7.95. To order your VantageScore, call 1 888 322 5583.

By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as MEDICAL PAYMENT DATA. Consumer statements included on your report at your request that certain medical information are disclosed to others.

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L-948-15651-0102000



Credit items

CREDIT FIRST NA/ FIRESTONE

PO BOX 81315

CLEVELAND OH 44181

(800) 321-3950

Partial account number

69015...

Status: Account charged off, \$1,653
written off, \$1,653 past due as of Nov
2010.

Account history:

Charge Off as of Nov 2010, Aug 2009

150 days past due as of Jul 2009

120 days past due as of Jun 2009

90 days past due as of May 2009

60 days past due as of Apr 2009

30 days past due as of Mar 2009

This account is scheduled to continue
on record until Dec 2015.This item was verified and updated on
Nov 2010.Address identification number:
39006048Credit limit or
original amount
NA
High balance
\$1,653Recent balance
\$1,653 as of
Nov 2010Responsibility
IndividualType
RevolvingDate of status
Aug 2009Date opened
Jul 1997Reported since
Sep 2007Last reported
Nov 2010Monthly payment
NA

History of your account balances

CREDIT FIRST NA/ FIRESTONE

Partial account number

69015...

Between Nov 2008 and Jul 2009, your credit
limit/high balance was \$1,011

Balance history

Jul 2009: \$1,653 May 2009: \$1,588 Apr 2009: \$1,524 Feb
2009: \$1,401 Jan 2009: \$1,342 Dec 2008: \$1,335 Nov 2008: \$1,175

0029066961

L-948-15651 0202100



IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

Thomas Vlachos
RR4, Box 180-A
Monroeville, PA 15146

Plaintiff(s)

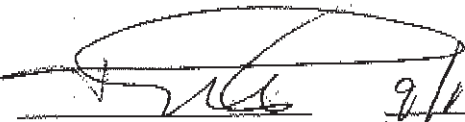
Vs.
Credit First NA
6275 Eastland Road
Brook Park, OH 44142
and
John Does 1-10
and
XYZ Corporations

Defendant(s)

Jury Trial Demanded

Verification

I, Thomas Vlachos, verify that the statements contained in the complaint against the Defendant(s) are true and accurate to the best of my knowledge, understanding and belief.


Thomas Vlachos
Date 9/12/11